

P34 Founding Membership Early Alpha Services Agreement

Member-facing draft with incorporated service, data, acceptable-use and checkout schedules.

IMPORTANT EARLY-ALPHA AND NO-INVESTMENT NOTICE

The P34 Founding Membership is a monthly subscription for current development-stage access and related services. Founding Members help support continued development and receive limited early access before general release. The Membership is not an investment, security, deposit, ownership interest, revenue share, profit share, or promise of financial return. Future capabilities may change, be delayed, or never be released.

Parties

This Agreement is between **CriticalHop Inc**, a **Delaware Corporation** doing business as HyperC ("HyperC"), and the individual or entity accepting this Agreement ("Member").

Version and effective date

Version: **1.0**. Effective date: **Aug 17, 2026**. Company address: 1204 Manchester dr., Santa Clara, CA 95050. Support: **support@hyperc.com**. Legal notices: **info@hyperc.com**.

Draft status

This document is prepared for final review by qualified counsel. All highlighted bracketed items require completion or confirmation before publication or acceptance.

Key terms presented before purchase

Term	Summary
Plan	P34 Founding Membership - base price \$200 per month, plus applicable taxes and any disclosed usage or third-party charges.
Renewal	Automatically renews monthly until cancelled.
Cancellation	Cancel at any time. Unless HyperC states otherwise at checkout or law requires otherwise, cancellation takes effect at the end of the current paid billing period and fees are not prorated or refunded.
Early alpha	Experimental, incomplete and subject to material change. No service level, accuracy, continuity, feature, market or release date is guaranteed.
What is included	Development-stage P34 access; a managed agent workspace/VM; agent tools; approved networking capabilities; market skills and information; the membership community; and HyperC Operations Agent monitoring, each subject to plan limits.
Business control	Member supplies and controls its own capital, accounts, credentials, authorizations and business decisions. HyperC does not guarantee profit or business success.
Monitoring	HyperC systems, agents and authorized personnel may access, inspect, operate, repair, secure and monitor the P34 workspace and data within it.
Data rights	Data submitted or collected through the platform is shared with HyperC. Certain lawfully contributed non-personal market data is co-owned by Member and HyperC; HyperC owns service telemetry, derived data, model improvements and aggregated/de-identified datasets.
After cancellation	Workspace, market access, shared datasets, networking profiles, credentials, community access and included tools are disabled or reclaimed. HyperC may retain contributed and derived data under this Agreement.
No investment	Membership fees purchase access and services and may support future development. They do not purchase equity, a security, a return right or any claim on HyperC assets or profits.

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1. Agreement and acceptance

1.1 Agreement. This Agreement governs Member access to and use of the P34 Founding Membership, the P34 model and APIs, the managed workspace, market tools and information, community resources, support and related services described in the applicable checkout page, order form or plan description (collectively, the "Services").

1.2 Acceptance. Member accepts this Agreement by clicking an acceptance box, submitting an order, creating or using an Account, accessing a Workspace, or otherwise using the Services. If an individual accepts for an entity, that individual represents that they have authority to bind the entity.

1.3 Incorporated documents. The applicable order or checkout page (the "Order"), Privacy Notice, Acceptable Use Policy in Schedule B, Data Rights Schedule in Schedule C, and any signed Data Processing Addendum are incorporated into this Agreement.

1.4 Priority. If documents conflict, a signed enterprise order or addendum controls over this Agreement; the Order controls over the general body of this Agreement for commercial terms; and the Data Processing Addendum controls for processing of personal data.

1.5 Material sales statements. Only written terms in the Order and this Agreement bind HyperC. Marketing, community discussions, demonstrations, roadmaps, creator content, estimates and informal statements do not modify the Agreement or create a guarantee.

2. Definitions

Defined term	Meaning
"Account"	Member credentials and administrative access to the Services.
"Agent"	An AI model, software agent, script, workflow or automated system used by Member or provided as part of the Services.
"Collected Market Data"	Market, product, listing, pricing, inventory, demand, fulfillment, routing, transaction, counterparty, or operational information collected or generated using the Workspace or connected systems.
"Computable Market"	A market or operational decision environment that HyperC believes may have sufficient structured telemetry, repeated choices, measurable outcomes and executable constraints for P34 evaluation. This designation is not a guarantee of profitability, legality, market access or suitability.
"Contributed Market Data"	Non-personal, lawfully transferable market and operational data that Member submits to the Services or causes the Workspace to collect and that is not Excluded Data.
"Derived Data"	Features, labels, embeddings, statistics, scores, evaluations, diagnostics, datasets, model weights, insights, benchmarks and other information created from or through use of the Services that does not identify Member or reproduce Member Confidential Information in reasonably accessible form.
"Excluded Data"	Credentials, authentication secrets, payment-card data, protected health information, highly sensitive personal data, data subject to duties or license restrictions that prohibit the rights granted here, and data expressly accepted by HyperC in writing as private and excluded from the shared market-data program.
"Founding Member"	A Member admitted to the limited early-access membership before general public release.
"HyperC Operations Agent"	HyperC-operated software and human-supported processes that monitor, maintain, diagnose and improve Workspace operations.

Defined term	Meaning
"Market Access"	Any access to data sources, connectors, opportunities, APIs, counterparties, ecosystem partners, networking profiles or market-specific workflows made available through the Services.
"Member Data"	Data, code, prompts, files, content and materials submitted by or for Member, excluding Service Data and Derived Data.
"P34"	HyperC proprietary decision-model technology, related APIs, models, documentation, diagnostics and workflows.
"Service Data"	Usage records, system logs, security events, resource telemetry, support records, performance data and operational metadata generated by the Services.
"Workspace" or "VM"	A persistent, isolated cloud-based virtual machine or managed computing environment provisioned for Member under a plan.
"Workspace Tools"	Browsers, crawling and parsing software, programming environments, VPN or proxy profiles, API clients, databases, schedulers, file tools, agent skills and other tools made available in a Workspace.

3 / P34 FOUNDING MEMBERSHIP TERMS

3. Eligibility and business purpose

3.1 Age and authority. Member must be at least 18 years old, have legal capacity to contract, and have authority to use all accounts, credentials, data and funds connected to the Services.

3.2 Business and commercial use. The Membership is offered for business, entrepreneurial, research and commercial-development purposes. Member represents that it is not purchasing the Services primarily for personal, family or household use.

3.3 Sanctions and export eligibility. Member may not use the Services if prohibited by export-control, sanctions or trade laws, or if Member is located in or controlled from a prohibited jurisdiction.

3.4 No reliance on qualification. HyperC admission, market labels, examples or community access do not mean that Member is qualified to operate a business, access a market, comply with regulation or earn a profit.

4 / P34 FOUNDING MEMBERSHIP TERMS

4. Membership and service components

4.1 P34 decision model and API

P34 is a development-stage decision model intended to evaluate structured business menus under incomplete, biased or partially observed market data. It may estimate economics and risk, select actions and quantities, or return no-trade. P34 does not eliminate uncertainty, adverse selection, data error, execution error, market change or loss.

4.2 Managed agent Workspace

Subject to plan limits, an eligible Membership includes a persistent managed VM with general outbound Internet access, programming and automation tools, data-collection capabilities, approved VPN/proxy/network profiles, storage, scheduling, APIs, logs, P34 integrations and other Workspace Tools. Internet access is subject to security controls and is not promised to be unrestricted.

4.3 Market skills and information

HyperC may provide agent skills, templates, courses, code examples, market studies, implementation notes, data-source references and information about markets previously explored. Such material is informational and experimental and may be incomplete, outdated or unsuitable for Member.

4.4 HyperC Operations Agent

HyperC may operate agents and support systems that monitor workspace health, data freshness, crawler failures, credentials, resource limits, missing features, workflow exceptions and P34 diagnostics; recommend repairs or new data sources; and help improve operational efficiency. Monitoring is a managed-service feature, not a guarantee of uninterrupted operation, accuracy, margin improvement or human intervention.

4.5 Community

The Membership may include courses, discussions, implementation help, research, market findings, opportunity discussions and member-created content concerning computable markets and agent-operated businesses. Community content is not verified or endorsed unless HyperC expressly states otherwise.

4.6 Changes and dependencies

HyperC may add, modify, restrict, replace or discontinue models, tools, markets, data sources, integrations, community features and support. Third-party services and market access may change without notice due to provider terms, platform rules, legal requirements, cost, abuse, security or technical constraints.

5 / P34 FOUNDING MEMBERSHIP TERMS

5. Founding Member and early-alpha status

5.1 Early alpha. Member understands that the Services are an early alpha product. They may be incomplete, unstable, insecure, inaccurate, unavailable, subject to data loss, materially redesigned or withdrawn. The Services are not generally available production software and no service level agreement applies unless signed separately.

5.2 Present access plus development support. Membership fees pay for present alpha access and related services. Member also understands that Founding Membership helps fund and inform continued development. Part of the expected value may be access to future improvements, but HyperC has no obligation to deliver any particular feature, market, level of autonomy, capacity, release date or commercial outcome.

5.3 Limited early access. Founding Members may receive priority or limited access to features before general release. "Exclusive" means access not generally available to the public and does not mean that a feature or market is reserved for one Member or that HyperC will not admit other Founding Members or customers.

5.4 No investment or security. The Membership is not an equity investment, security, deposit, note, token, ownership interest, revenue share, profit share, managed investment, pooled enterprise or right to participate in HyperC earnings, valuation, assets or liquidation. No Member payment is held for Member or invested on Member behalf. Member has no expectation of a return from HyperC managerial efforts by virtue of Membership alone.

5.5 Member effort. The Services require Member to choose or understand a market, supply or authorize data and accounts, define objectives and constraints, review outputs, provide capital and make or authorize business decisions. HyperC does not operate a passive-income program on Member behalf.

5.6 Feedback. Founding Members are expected to provide feedback, report errors and participate in controlled testing. HyperC may use feedback without restriction or compensation as stated in Section 15.5.

6. Fees, billing and taxes

6.1 Base fee. The current base Founding Membership fee is \$200 per month, unless the Order states another amount. The fee covers only the plan benefits and included usage stated at checkout. Compute, storage, bandwidth, premium data, third-party services, model calls, support or overages may carry additional charges if disclosed.

6.2 Automatic renewal. The Subscription renews automatically each month until cancelled. Member authorizes HyperC and its payment processor to charge the payment method on file for recurring fees, usage charges, taxes and other disclosed amounts.

6.3 Clear renewal terms. Before purchase, HyperC will present the renewal frequency, price, cancellation method, material usage limits and any trial or promotional terms in a clear and conspicuous manner and obtain Member affirmative consent.

6.4 Founding rate. If the Order expressly states that a \$200 base rate is a "Founding Rate Lock," HyperC will not increase that base subscription rate while the same Membership remains continuously active. Taxes, usage charges, third-party pass-through costs, added services, materially different tiers and reinstated memberships may be priced separately. If the Order does not expressly promise a rate lock, HyperC may change fees on advance notice.

6.5 Taxes. Fees exclude taxes. Member is responsible for sales, use, VAT, withholding and similar taxes, other than taxes on HyperC net income.

6.6 Failed payment. HyperC may suspend access for failed or disputed payment. Member remains responsible for accrued charges and reasonable collection costs to the extent permitted by law.

6.7 Refunds. Except where law requires or the Order expressly states otherwise, fees are non-refundable and HyperC does not provide prorated refunds or credits for unused time, suspended access, data-source changes or alpha limitations.

7. Cancellation and post-cancellation effects

7.1 Cancel any time. Member may cancel through the Account interface or by the cancellation method stated at checkout. Cancellation normally takes effect at the end of the current paid billing period. Member continues to have plan access until then unless access is suspended for breach, security or legal reasons.

7.2 Revocation and reclamation. At the effective time of cancellation or termination, HyperC may disable or reclaim the Workspace, IP addresses, storage, networking profiles, VPN/proxy access, HyperC credentials, API access, model access, Market Access, included data-source entitlements, shared datasets, community access, support and other plan resources. Member may no longer use copied credentials or access methods after cancellation.

7.3 Eligible export. Member may request export of eligible Member Data during the paid period and for **14** days after cancellation, subject to technical feasibility, plan limits, third-party restrictions and payment of amounts due. Data derived from HyperC-licensed sources, Shared Market Data, Service Data, Derived Data, model internals, security logs and other members' data are not exportable unless HyperC agrees in writing.

7.4 Workspace deletion. HyperC may delete or reimage the Workspace and non-retained files after the export window. HyperC may retain backups for a limited period and may retain data as required by law, for security, dispute resolution, fraud prevention, enforcement, and as otherwise permitted in Section 14.

7.5 Surviving data rights. Cancellation does not revoke HyperC co-ownership, licenses or ownership rights in Contributed Market Data, Service Data, Derived Data, model improvements, feedback, aggregated data or de-identified data. Those rights survive indefinitely to the extent permitted by law.

7.6 Ongoing transactions. Member is solely responsible for open orders, inventory, loans, contracts, counterparties, subscriptions, cloud resources and other obligations created through or around the Services. HyperC is not required to unwind or manage them after cancellation.

7.7 Rejoining. A cancelled Member may be required to reapply, pay then-current rates, accept new terms and receive a new Workspace. Prior founding benefits are not restored unless the Order expressly states otherwise.

8 / P34 FOUNDING MEMBERSHIP TERMS

8. Access license and account administration

8.1 Limited license. Subject to payment and compliance, HyperC grants Member a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription to access and use the Services for Member internal business purposes.

8.2 Account users. Member is responsible for all users, Agents, API keys and activity under its Account. Member must keep credentials secure, use multi-factor authentication where offered, and promptly report suspected compromise.

8.3 Restrictions. Member may not resell, lease, time-share, white-label, copy or provide the Services to third parties; reverse engineer, extract model weights, evade usage controls, benchmark for publication without approval, or use the Services to build a competing model or service, except to the extent a restriction is prohibited by law.

8.4 Transfer. Membership is personal to Member and may not be sold, assigned or transferred without HyperC written consent, except as part of a permitted corporate succession under Section 25.3. As a courtesy to early founding members, HyperC will consider such written transfer requests on a case-by-case basis. Requests should be sent to HyperC's official email addresses and will receive a response within 72 hours.

9 / P34 FOUNDING MEMBERSHIP TERMS

9. Managed Workspace and HyperC Operations Agent

9.1 Managed environment. The Workspace is controlled and administered by HyperC or its cloud providers. Member receives access rights, not ownership of the VM, image, IP address, networking route, platform credentials or underlying infrastructure.

9.2 HyperC access. Member authorizes HyperC systems, Agents, contractors and authorized personnel to access, inspect, copy, process, modify, patch, restart, suspend, isolate, back up or delete Workspace processes and data as reasonably necessary to provide, secure, support, troubleshoot, monitor, improve or enforce the Services.

9.3 Monitoring disclosure. Member should not treat the Workspace as a private personal computer or store unrelated highly sensitive material in it. HyperC monitoring is limited to the Workspace and connected systems Member authorizes; it does not authorize HyperC to access unrelated devices or accounts.

9.4 Operations Agent actions. The HyperC Operations Agent may detect missing data, stale jobs, failures, blocked crawlers, inefficient features or P34 diagnostics and may alert Member, suggest changes, adjust supported configurations, or take limited remedial steps. It may not intentionally commit Member capital or enter a binding third-party transaction unless Member has expressly configured and authorized that action.

9.5 Credentials. Member should use provided secret-management tools. HyperC may rotate, disable or revoke credentials for security. Member represents that it has authority to provide each credential and connect each account.

9.6 Backups and recovery. Unless a separate plan states otherwise, HyperC does not guarantee backup, recovery point, recovery time, persistence or restoration. Member must maintain independent copies of critical Member Data and code.

9.7 Resource limits. HyperC may enforce compute, storage, bandwidth, crawler, request-rate, model-call and process limits. HyperC may terminate runaway or abusive jobs and may charge or require approval for overages.

10 / P34 FOUNDING MEMBERSHIP TERMS

10. Internet access, crawling, VPN and acceptable use

10.1 General Internet access. The Workspace may have broad outbound Internet access for lawful, authorized data collection, research, testing, API use and workflow execution. HyperC may filter, block or throttle destinations, protocols or traffic for safety, abuse prevention, provider requirements, law or cost control.

10.2 Crawling and scraping. Member may collect only public or otherwise authorized data and must comply with applicable law, contractual restrictions, access permissions, intellectual-property rights, privacy requirements, robots directives where applicable, and reasonable rate limits. Availability of a tool does not mean that a particular collection activity is lawful or permitted.

10.3 VPN and proxy use. VPN, proxy and regional network profiles are provided for lawful privacy, authorized regional testing, reliability and data collection. Member may not use them to bypass authentication, paywalls, account suspensions, platform bans, sanctions, KYC/AML controls, technical access controls, legal restrictions or third-party enforcement.

10.4 Prohibited use. The detailed prohibitions in Schedule B apply. HyperC may block or investigate activity and may preserve or disclose records when reasonably required by law or to protect systems, members or third parties.

10.5 Member responsibility. Member, not HyperC, determines whether a website, API, marketplace, dataset, account, jurisdiction or activity may lawfully be accessed or used. HyperC does not provide a legal clearance service for Member collection or market activity.

11 / P34 FOUNDING MEMBERSHIP TERMS

11. Member responsibilities and authority

11.1 Business readiness. Member is responsible for its business entity, licenses, registrations, permits, contracts, taxes, insurance, accounts, suppliers, customers, inventory, employees and professional advisers.

11.2 Data and account rights. Member represents that it has all rights, notices, consents and authority necessary for Member Data, Collected Market Data, credentials, connected accounts and instructions.

11.3 Objective and constraints. Member must define and maintain accurate objectives, budgets, risk limits, allowed markets, approval thresholds and other operating constraints. Member must review them when conditions change.

11.4 Human review. Unless HyperC separately approves a bounded automation configuration, Member must review P34 outputs before execution. Even where automation is enabled, Member remains responsible for monitoring, overrides and emergency stops.

11.5 Outcome measurement. Member should maintain execution and reconciliation records sufficient to evaluate model outputs against realized outcomes. Missing or inaccurate outcomes may degrade performance.

11.6 No misrepresentation. Member may not market HyperC, P34 or Member results using false, misleading or unsupported claims, including guaranteed earnings, typical earnings, affiliation, exclusivity or model capability claims. Member may not present itself as HyperC agent or authorized reseller.

11.7 Cooperation. Member will reasonably cooperate with security, abuse, compliance and incident investigations and will stop or modify activity when HyperC reasonably identifies a material risk.

12 / P34 FOUNDING MEMBERSHIP TERMS

12. Economic decisions, transactions and risk

12.1 Model outputs are estimates. P34 may provide predicted profit, loss, risk, uncertainty, rank, size, acceptance, refusal, no-trade or related outputs. These are estimates based on available data and model assumptions and may be incomplete, delayed, biased or wrong.

12.2 Member controls capital. Member supplies its own capital, accounts and authorization. HyperC does not take custody of Member funds or assets under this Agreement and does not pool Member capital with other members.

12.3 Execution risk. Prices, availability, fees, returns, demand, counterparty behavior, platform rules, credit losses, fraud, outages and market regimes may change before or after execution. A transaction accepted by P34 may lose money, and a rejected transaction may later be profitable.

12.4 No guarantee. HyperC does not guarantee any minimum sales, revenue, margin, profit, return, approval rate, successful portfolio, customer acquisition, financing, market access, arbitrage or business outcome. Historical, synthetic, benchmark or community results do not predict Member results.

12.5 Regulated activities. Support for lending, credit, insurance, payments, securities, derivatives, commodities, digital assets, gambling, employment, housing or other regulated decisions requires separate written approval and may require licensing, disclosures, human review and compliance controls. Listing a market or skill does not authorize activity in it.

12.6 Member decision. Member is the final decision-maker and bears all economic and legal consequences of Member transactions, including when Member configures an Agent to act automatically.

13 / P34 FOUNDING MEMBERSHIP TERMS

13. No professional advice, custody or fiduciary relationship

13.1 No investment or financial advice. Unless the parties sign a separate regulated-services agreement, HyperC is not acting as an investment adviser, broker, dealer, commodity trading adviser, lender, loan broker, fiduciary, accountant, attorney, tax adviser or other regulated professional. P34 outputs and community content are software-generated business information, not personalized professional advice.

13.2 No agency. No HyperC system or Agent has authority to bind Member to a transaction unless Member expressly grants technical authority through a connected account. Such technical authority does not create a legal agency, partnership, joint venture, fiduciary or employment relationship between HyperC and Member.

13.3 Independent review. Member should consult qualified legal, tax, accounting, compliance, lending, securities and other professionals before operating in regulated or high-risk markets.

14 / P34 FOUNDING MEMBERSHIP TERMS

14. Data rights, co-ownership and model improvement

14.1 Member Data ownership

As between the parties, Member retains ownership of Member Data that Member owned before submission, subject to the rights granted in this Agreement and third-party rights. Member Data does not include Service Data, Derived Data, P34, Workspace Tools or HyperC materials.

14.2 License to provide and improve Services

Member grants HyperC a worldwide, royalty-free, transferable and sublicensable license during the Subscription and for a reasonable wind-down period to host, copy, transmit, access, process, analyze, modify and display Member Data as necessary to provide, secure, support and improve the Services. For Contributed Market Data and feedback, the broader surviving rights below apply.

14.3 Co-ownership of Contributed Market Data

To the extent Member owns or can transfer rights in Contributed Market Data, Member assigns to HyperC, upon ingestion into the Services, an undivided co-ownership interest in that Contributed Market Data. Subject to applicable law, confidentiality obligations and third-party restrictions, Member and HyperC may each use, reproduce, analyze, modify, combine, create derivative datasets from, license, sublicense, distribute and commercialize Contributed Market Data without further consent from or accounting to the other. If any assignment or co-ownership interest is ineffective, Member grants HyperC a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable license to exercise the same rights. These rights survive cancellation and termination.

14.4 Purpose of shared data rights

HyperC may manage, combine and use Contributed Market Data across members to improve data coverage, feature engineering, deal scoring, false-positive control, P34 training and evaluation, market studies, ecosystem collaboration and the efficiency of member workflows. HyperC will not disclose Member identity or Member Confidential Information to other members except with authorization or as necessary for an approved collaboration.

14.5 Excluded Data and personal data

Excluded Data is not co-owned. Member may not submit sensitive personal information, payment-card data, health information, regulated consumer reports, authentication secrets or third-party confidential/restricted data unless HyperC has expressly approved the category and the parties have implemented required safeguards and agreements. Personal data is governed by the Privacy Notice and any Data Processing Addendum, and statutory privacy rights are not waived.

14.6 Member representations for data

Member represents that it has all rights and permissions required to collect, upload, process, share and grant rights in Member Data and Contributed Market Data. Member must provide legally required notices and obtain legally required consents from individuals, employees, customers, counterparties and data providers.

14.7 Service Data and Derived Data

HyperC owns Service Data and Derived Data, including models, weights, features, labels, aggregated and de-identified data, diagnostics, performance insights, market-state interpretations, benchmarks and improvements. HyperC may use and commercialize them for any lawful purpose, provided they do not identify Member or disclose Member Confidential Information in reasonably accessible form.

14.8 Data-source restrictions

A third-party source may retain rights in collected data. This Agreement does not override source terms or grant Member or HyperC rights a source does not permit. HyperC may segregate, restrict, delete or stop using data when rights are uncertain or challenged.

14.9 Retention

HyperC may retain Contributed Market Data, Service Data, Derived Data, model improvements, support records, security logs and de-identified/aggregated data after termination. HyperC will retain personal data according to its Privacy Notice, legal obligations and applicable deletion rights.

14.10 No exclusivity

Data contribution does not give Member exclusive rights to a market, source, model, feature, insight, counterparty, workflow or opportunity. HyperC may provide similar services and information to other members and customers.

15 / P34 FOUNDING MEMBERSHIP TERMS

15. Intellectual property and outputs

15.1 HyperC technology. HyperC and its licensors own P34, APIs, Workspace images, Workspace Tools, agent skills, models, documentation, course materials, community design, software, trademarks and all related intellectual property and improvements.

15.2 Member applications. Member owns original code and applications created by Member outside HyperC materials. Member grants HyperC the limited license necessary to host and run them in the Workspace and any additional rights expressly granted by contribution to a shared repository or community.

15.3 Outputs. Subject to payment and applicable law, Member may use P34 outputs generated specifically for Member internal business purposes. HyperC retains all rights in the underlying models, methods, prompts, tools, diagnostics and reusable components. Outputs may be similar to outputs provided to others.

15.4 Open-source and third-party components. Open-source or third-party components remain subject to their applicable licenses. HyperC does not transfer ownership of those components.

15.5 Feedback. Member grants HyperC a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable right to use, modify, commercialize and incorporate suggestions, ideas, error reports, evaluations and feedback without restriction, attribution or compensation.

15.6 Public benchmarking. Member may not publish comparative benchmarks, security tests, model extraction results or performance claims about the alpha Services without HyperC written approval. This restriction does not prohibit truthful reviews or communications protected by applicable law.

16 / P34 FOUNDING MEMBERSHIP TERMS

16. Confidentiality and early-access information

16.1 Confidential Information. Each party may receive non-public business, technical or financial information identified as confidential or that reasonably should be understood as confidential. HyperC Confidential Information includes alpha features, model behavior, documentation, credentials, pricing not publicly posted, internal diagnostics, roadmaps and security information.

16.2 Protection. The receiving party will use reasonable care, use Confidential Information only for this Agreement, and disclose it only to personnel and contractors who need it and are bound by confidentiality obligations.

16.3 Exclusions. Confidential Information excludes information that the receiving party can document was lawfully known without restriction, independently developed, lawfully received from another source, or becomes public without breach.

16.4 Required disclosure. A receiving party may disclose information when legally required, if it provides notice where lawful and reasonable assistance in seeking protection.

16.5 Data-rights interaction. HyperC rights in Contributed Market Data, Service Data and Derived Data are governed by Section 14. HyperC will not use the co-ownership clause to publicly identify Member or disclose Member Confidential Information except as permitted by this Agreement.

17 / P34 FOUNDING MEMBERSHIP TERMS

17. Community and user content

17.1 Community rules. Member must act professionally, protect confidential information, avoid harassment and illegal content, and comply with moderator instructions. HyperC may remove content or members at its discretion for safety, quality or rule enforcement.

17.2 No verification. HyperC does not verify member statements, code, market research, counterparties, profit claims, opportunities or advice. Member must independently evaluate community content.

17.3 Content license. Member grants HyperC a worldwide, non-exclusive, royalty-free, transferable and sublicensable license to host, reproduce, modify, display and distribute content Member posts to shared community areas for operating and promoting the community. Member may designate private support submissions, which are not public community content.

17.4 Earnings claims and testimonials. Member may not publish misleading or unsupported earnings claims, fabricated testimonials or claims that another member is typical. HyperC may require evidence, context, disclosure of material connections and removal.

17.5 No confidential submissions. Member should not post trade secrets, personal data, credentials or third-party restricted material in community areas.

18 / P34 FOUNDING MEMBERSHIP TERMS

18. Third-party services and data sources

18.1 Third-party services. The Services may connect to cloud providers, LLMs, browsers, VPN/proxy providers, marketplaces, payment processors, APIs, databases, data vendors and other third parties. Those services may require separate accounts and terms.

18.2 No endorsement or control. HyperC does not control or guarantee third-party services, availability, legality, security, content, price, data quality or continued access. HyperC is not responsible for third-party suspension, policy changes or losses.

18.3 Member authorization. Member authorizes HyperC to transmit Member Data and instructions to connected third parties as needed for the selected workflow. Member is responsible for reviewing third-party terms and charges.

18.4 Ecosystem collaboration. HyperC may identify suppliers, buyers, operators, data providers or other ecosystem businesses. Any collaboration is optional and subject to separate terms; HyperC does not guarantee a counterparty or outcome.

19 / P34 FOUNDING MEMBERSHIP TERMS

19. Privacy and security

19.1 Privacy Notice. HyperC processing of personal data is described in the Privacy Notice at hyperc.com/privacy. If Member processes personal data for others through the Services, the parties may need a Data Processing Addendum before use.

19.2 Roles. Unless agreed otherwise, Member determines the purpose and means of personal-data collection in Member workflows, and HyperC processes that data to provide the Services. Personal data is not treated as co-owned merely because it is processed in the Workspace.

19.3 Monitoring notice. Member is responsible for informing its users, employees and other affected people of monitoring and data processing and obtaining consent where required. HyperC may provide technical logging but does not determine Member notice obligations.

19.4 Security measures. HyperC will use commercially reasonable measures appropriate to an early alpha service, but no system is perfectly secure. Member must use least privilege, safe credential storage, updates and appropriate review.

19.5 Incident reporting. Member must promptly report suspected unauthorized access, malware, data exposure or credential compromise. HyperC may suspend affected systems and require remediation.

19.6 Sensitive data. Member may not use the Services for protected health information, payment-card data, biometric templates, precise location tracking, government identifiers, regulated consumer reports or other sensitive categories unless HyperC expressly approves the use and required controls are in place.

20 / P34 FOUNDING MEMBERSHIP TERMS

20. Suspension and termination

20.1 Suspension. HyperC may immediately suspend all or part of the Services for nonpayment, security risk, suspected unlawful activity, third-party complaints, abuse, violation of this Agreement, risk to systems or others, or legal/provider requirements.

20.2 Termination for breach. Either party may terminate for material breach not cured within 10 days after notice, except HyperC may terminate immediately for serious security, data, fraud, illegal-use, intellectual-property or confidentiality violations.

20.3 Alpha discontinuation. HyperC may discontinue the alpha program or a material component on **30 days** notice when reasonably practicable. HyperC may provide a pro-rata credit or alternative service at its discretion, unless law requires another remedy.

20.4 Effect. On termination, access ends as described in Section 7. Payment, data rights, confidentiality, IP, disclaimers, liability, indemnity, disputes and other provisions intended by nature to survive will survive.

21. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE"

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HYPERC DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, AVAILABILITY, QUIET ENJOYMENT AND RESULTS.

21.1 No outcome warranty. HyperC does not warrant that the Services will identify profitable opportunities, reject all bad opportunities, improve margins, operate continuously, satisfy laws or third-party terms, or produce any economic result.

21.2 No data warranty. HyperC does not warrant completeness, legality, freshness, ownership or accuracy of collected or third-party data.

21.3 No roadmap warranty. Roadmaps, research goals, autonomy descriptions, market examples and planned features are statements of current intention only and may change without liability.

21.4 Alpha allocation of risk. Member accepts the greater risks of early access in exchange for current access, influence and potential priority to future functionality.

22. Limitation of liability

22.1 Excluded damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER HYPERC NOR ITS AFFILIATES, PERSONNEL, LICENSORS OR PROVIDERS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, SAVINGS, BUSINESS, GOODWILL, DATA, OPPORTUNITIES OR USE, EVEN IF ADVISED OF THE POSSIBILITY.

22.2 Liability cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF HYPERC AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY MEMBER FOR THE SERVICES DURING THE **SIX (6)** MONTHS BEFORE THE EVENT FIRST GIVING RISE TO LIABILITY.

22.3 Exclusions. The limitations do not apply to liability that cannot legally be limited and may be adjusted by counsel for fraud, willful misconduct, confidentiality, data protection, intellectual-property infringement, indemnity obligations or unpaid fees.

22.4 Essential basis. The fees and alpha access reflect this allocation of risk, and the limitations apply even if a remedy fails of its essential purpose.

23. Indemnification

23.1 Member indemnity. Member will defend, indemnify and hold harmless HyperC, its affiliates, personnel, licensors and providers from third-party claims, investigations, damages, fines, penalties, liabilities, costs and reasonable attorneys' fees arising from or relating to: (a) Member business or transactions; (b) Member Data, Collected Market Data or connected accounts; (c) scraping, crawling, VPN/proxy or data-source use; (d) infringement, privacy or confidentiality claims; (e) violation of law, third-party terms or this Agreement; (f) regulated-market activity; or (g) Member Agents, users, customers or counterparties.

23.2 Procedure. HyperC will give reasonably prompt notice and allow Member to control defense and settlement, except Member may not settle in a way that admits HyperC fault, imposes obligations on HyperC or fails to release HyperC without HyperC consent. HyperC may participate with its own counsel at its expense.

24 / P34 FOUNDING MEMBERSHIP TERMS

24. Disputes and governing law

24.1 Informal resolution. Before filing a claim, a party will send a written notice describing the dispute and requested relief and allow 30 days for good-faith resolution, except for urgent injunctive relief or claims that would be time-barred.

24.2 Governing law. This Agreement is governed by the laws of **California**, without regard to conflict-of-law rules, except to the extent mandatory law applies.

24.3 Forum. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in **Santa Clara, California**, except if counsel adopts the arbitration provision described in the Attorney Review Memo.

24.4 Injunctive relief. A party may seek injunctive or equitable relief for misuse of intellectual property, confidential information, data, credentials or systems.

24.5 Consumer rights. Nothing in this Agreement waives rights that cannot be waived under applicable consumer or small-business law.

25 / P34 FOUNDING MEMBERSHIP TERMS

25. General terms

25.1 Notices. HyperC may send operational and legal notices electronically to the Account email or through the Services. Formal notices to HyperC must be sent to info@hyperc.com.

25.2 Changes. HyperC may update this Agreement. HyperC will provide advance notice of material changes when reasonably practicable, except changes required immediately for law, security or abuse prevention. Continued use after the effective date constitutes acceptance; Member may cancel before the change takes effect.

25.3 Assignment. Member may not assign this Agreement without HyperC written consent. HyperC may assign it to an affiliate or in connection with financing, merger, acquisition, reorganization or sale of assets.

25.4 Force majeure. HyperC is not liable for delay or failure caused by events beyond reasonable control, including Internet or cloud failures, provider changes, cyberattacks, government action, labor disputes, natural disasters, power failure or market/platform interruption.

25.5 Severability. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will continue.

25.6 No waiver. Failure to enforce a provision is not a waiver.

25.7 No third-party beneficiaries. This Agreement benefits only the parties and permitted successors.

25.8 Entire agreement. This Agreement and incorporated documents are the complete agreement regarding the Services and supersede prior or contemporaneous proposals, statements and understandings on that subject.

25.9 Electronic acceptance. Electronic acceptance, records and signatures are valid and enforceable to the fullest extent permitted by law.

25.10 Headings. Headings are for convenience and do not limit interpretation.

25.11 Relationship. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, employment, fiduciary or agency relationship.

Service Description - P34 Founding Membership

This Schedule describes the intended early-alpha service. The Order and current product interface identify which components are active for a particular Member and the applicable usage limits.

A.1 Platform purpose

The P34 Membership implements a platform intended to help Members operate agent-supported or increasingly autonomous businesses on supported computable markets. The platform combines a decision model, an agent workspace, market skills and information, managed operations support, and a member community.

A.2 P34 model

P34 is a pre-trained decision model designed to work with partial, biased and regime-changing data in real product and operational markets, including inventory, online arbitrage, work arbitrage and, only where separately approved and compliant, lending or credit workflows. These markets may have substantial data but lack the clean, high-frequency order books or standardized price discovery found on public exchanges.

P34 is conceptually inspired by ideas associated with the many-worlds interpretation in quantum physics. As a modeling analogy, the architecture evaluates multiple plausible interpretations or "universes" of what could have happened under incomplete and survival-biased history. GPU computation permits the system to maintain and evaluate many candidate interpretations, and the system seeks interpretations that are more consistent with continued business viability, predictable outcomes and observed evidence. This description is conceptual and technical; P34 does not claim to use quantum computing or prove a physical theory of quantum mechanics.

P34 is designed to evaluate a structured business menu, estimate potential economics and risk, control false positives, choose quantities or actions as a portfolio, and return no-trade when the system does not support action. It may fail, and it does not guarantee profitability.

A.3 Agent Workspace

Each eligible Member receives a persistent VM managed by HyperC and pre-loaded or configurable with Workspace Tools such as:

- General outbound Internet access subject to technical and legal restrictions.
- Managed browser and headless-browser automation.
- Web crawling, scraping, parsing, downloading and structured-data tools.
- Approved VPN, proxy and regional-network profiles for lawful access, privacy and testing.
- Python, shell, notebooks, package management, scheduling, databases and file processing.
- API clients, webhooks, data connectors and secure handling of authorized credentials.
- P34 APIs, model calls, agent skills, templates, logs, resource monitoring and stop controls.

The Workspace is intended to enable Agents to collect authorized market data, prepare features, build business menus, call P34, monitor workflows and prepare or execute Member-authorized actions within configured limits.

A.4 Managed operations

HyperC systems and Agents support persistent operation by monitoring data collection, workflow health, errors, credentials, data gaps, resource usage and P34 diagnostics. They may suggest or implement supported repairs, connect additional authorized data sources, and identify ecosystem collaboration opportunities. They may provide feedback from P34 diagnostics to improve Member workflow efficiency. This managed support does not guarantee continuous operation, improved margins, access to any third party or human support at a particular time.

A.5 Market skills and information

HyperC may provide skills, research, documentation, courses, code, market schemas, data-source references and implementation guidance for markets HyperC has explored and considers potentially applicable. A market may stop being computable or legally/operationally available. HyperC may label components Supported, Pilot, Research or Not Supported.

A.6 Membership community

The community may include courses and discussions about building and operating businesses in computable markets, data collection, agent design, implementation, findings, new markets, opportunity identification, arbitrage and competition with non-AI-operated workflows. Community information may be speculative or member-generated and is not a promise of earnings or market access.

A.7 Controlled deployment path

The expected path is menu grounding, context training, shadow testing, capped or reviewed pilots, and scaling only after evidence of calibration and downside control. HyperC may require approval thresholds, exposure limits, audit logs, data-quality checks, allowed-market lists, drift monitoring, kill switches and human review.

Acceptable Use Policy

Member may use the Services only for lawful, authorized business, development and research purposes. The following are prohibited:

- Unauthorized access to accounts, systems, networks, databases, devices or data; credential stuffing; password cracking; bypassing authentication or access controls.
- Using VPNs, proxies, automation or alternate identities to evade platform bans, paywalls, rate limits, KYC/AML, sanctions, geofencing imposed by law or contract, or other enforcement.
- Crawling, scraping or collecting data in violation of law, enforceable terms, privacy rights, intellectual-property rights, contractual duties or source restrictions.
- Collection or use of sensitive personal information, protected health information, payment-card data, government identifiers, biometric data, regulated consumer-report data or precise tracking without prior written approval and required safeguards.
- Malware, ransomware, phishing, fraud, impersonation, spam, denial of service, botnet activity, deceptive traffic, click fraud, ad fraud or manipulation of third-party systems.
- Illegal goods or services, exploitation, human trafficking, weapons transactions, controlled substances, unlawful gambling, evasion of tax or legal obligations, or other criminal conduct.
- Unapproved securities, derivatives, commodities, crypto, lending, insurance, payments, credit or other regulated activity.
- Harassment, discrimination, surveillance, doxxing or other harmful use of personal data.
- Resale or sharing of HyperC credentials, data-source entitlements, VPN/proxy routes, model access or Workspace resources.
- Model extraction, reverse engineering, unauthorized benchmarking, circumvention of usage limits or use to create a competing foundational decision model.
- Activity that materially interferes with other members, consumes unreasonable resources, causes third-party complaints or exposes HyperC to legal, security, reputational or provider risk.
- Using community or creator channels to make unsupported earnings claims, false testimonials, deceptive affiliation claims or misleading statements about P34 capabilities.

HyperC may investigate, rate-limit, block, preserve evidence, suspend or terminate activity and may require Member to provide documentation of authorization. HyperC may cooperate with lawful requests and protect affected parties.

Data Rights Schedule

This matrix summarizes the intended allocation. Section 14 controls if there is a conflict.

Data category	Ownership / status	HyperC rights	Member export	After cancellation
Member private inputs	Member, subject to third-party rights	Process to provide/support Services; de-identify/aggregate where permitted	Eligible export during access/window	May delete raw copies; retain lawful records and de-identified/aggregated data
Contributed Market Data	Member + HyperC co-ownership to extent transferable	Broad perpetual use, sharing, licensing, combination and model improvement rights	Export may be available subject to source rights	HyperC rights survive; data may remain in shared pool
Workspace-collected authorized public market data	Co-owned if it qualifies as Contributed Market Data; source rights may apply	Manage and use across members, subject to law/source terms	Only if plan/source permits	May retain/use; may restrict or delete if challenged
Credentials and authentication secrets	Member or third-party account owner	Use only for authorized workflow; security/operations access	Member should maintain its own copy	Revoked/deleted under security and retention policy; not co-owned
Personal data	Relevant individual/Member roles under law; not treated as co-owned	Process under Privacy Notice/DPA and legal instructions	Subject to applicable rights and DPA	Retain/delete according to law and policy
Service Data and security logs	HyperC	Operations, security, support, billing, analytics and enforcement	No general export right; selected logs may be visible	Retained under HyperC policy and legal needs
Derived Data, features, labels, models and improvements	HyperC	Any lawful purpose; may benefit all members	No export of internals; Member may receive outputs	Retained indefinitely where lawful
Member-created code	Member, excluding HyperC/third-party components	License to host/run; broader rights only if shared/feedback	Eligible export subject to plan and dependencies	Raw code deleted after window unless otherwise agreed
P34 outputs for Member	Member may use for internal business; HyperC retains underlying IP	HyperC may analyze and use to improve Services	Export may be offered	HyperC may retain underlying Service/Derived Data
Community posts	Member owns original content; HyperC gets community license	Host, moderate, display, improve and promote community	Member may copy own posts	HyperC may retain for records; public posts may persist

Checkout Acknowledgements

- ☐ I understand that P34 is an early alpha product that may be incomplete, inaccurate, unavailable or materially changed.
- ☐ I understand that I am purchasing a monthly product and managed-service subscription, not equity, a security, an investment return, a deposit or a share of HyperC profits.
- ☐ I understand that future features, markets, autonomy and capabilities are not guaranteed and may never be released.
- ☐ I understand that the current base price is \$200 per month, the subscription renews automatically, and I may cancel using the stated cancellation method.
- ☐ I understand what usage, compute, storage, bandwidth, support and third-party charges are included or excluded from my plan.
- ☐ I authorize HyperC systems, Agents and authorized personnel to monitor, access and manage my P34 Workspace as described in the Agreement.
- ☐ I understand that Internet, crawling, scraping, VPN and proxy tools may be used only for lawful and authorized activity and do not grant permission to bypass access controls or third-party rules.
- ☐ I understand that I control and remain responsible for my capital, accounts, transactions, data sources, legal compliance and business outcomes.
- ☐ I understand that data submitted or collected through the platform is shared with HyperC and that qualifying Contributed Market Data is co-owned or broadly licensed to HyperC for cross-member improvement, while personal data and credentials are treated separately.
- ☐ I understand that cancellation revokes my Workspace, Market Access, shared data, tools, credentials and community access and that HyperC may retain contributed and derived data under the Agreement.
- ☐ I have read and agree to the Terms, Privacy Notice and Acceptable Use Policy.